

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF WEST VIRGINIA
AT BECKLEY**

SELECT EVENT GROUP, INC.
8610 CHERRY LANE
SUITE 30
LAUREL MD 20707,

Plaintiff

v. CIVIL Action No. 5:18-cv-00006

GREENBRIER HOTEL CORPORATION
300 W. MAIN ST
WHITE SULPHUR SPRINGS, WV 24986,

SERVE ON:
CT CORPORATION SYSTEM
5400 D BIG TYLER ROAD
CHARLESTON, WV, 25313,

AND

OLD WHITE CHARITIES, INC.
300 W. MAIN STREET
WHITE SULPHUR SPRINGS, WV 24986,

SERVE ON:
CT CORPORATION SYSTEM
5400 D BIG TYLER ROAD
CHARLESTON, WV, 25313.

Defendants

COMPLAINT

Select Event Group, Inc. (“SEG”), by and through its attorneys, the Rudow Law Group, LLC and William M. Rudow, Esq. and James R. Sheatsley, Gorman, Sheatsley &

Co., L.C., hereby sues Greenbrier Hotel Corporation (“GHC”) and Old White Charities, Inc. (“OWC”) (GHC and OWC are collectively called, “Defendants”) and in support hereof respectfully represents:

Jurisdiction:

1. SEG has a principal place of business in Maryland at 8610 Cherry Lane, Laurel MD 20707.
2. GHC is a corporation organized under the laws of the State of West Virginia with a principal place of business located at 300 W. Main Street, White Sulphur Springs, WV 24986.
3. OWC is a corporation organized under the laws of the State of West Virginia with a principal place of business located at 300 W. Main Street, White Sulphur Springs, WV 24986.

VENUE

4. Federal jurisdiction is sought pursuant to 28 USC § 1332, is based on diversity of citizenship with the amount in controversy exceeding the sum of \$75,000.00; SEG is incorporated in Maryland and has its principal place of business in Maryland; no Defendants are incorporated, reside, or have their principal place of business in Maryland.

FACTS COMMON TO ALL COUNTS

5. SEG provides, inter alia, special event related services and equipment.
6. OWC, inter alia, hosts special events.
7. Upon information and belief GHC and OWC have the same ownership.

8. On July 4 2016 – July 10, 2016 SEG provided special event related services and equipment for OWC.
9. Pursuant to the terms of a contract by and between SEG and OWC (the "Contract"), OWC is indebted to Select for the provision of various equipment and services, as detailed in the following unpaid invoices: No. 331222 to GHC in the amount of \$112,482.00, No. 333981 to OWC in the amount of \$365,748.83, No. 331224 to OWC in the amount of \$251,865.00, and No. 345786 to OWC in the amount of \$23,798.60 (\$129,798.60 less payment of \$106,000.00) (the "Unpaid Invoices").
10. OWC is in default of its obligations to SEG under the Contract.
11. OWC and SEG entered into a Forbearance Agreement, dated January 12, 2017, to, inter alia, resolve the Unpaid Invoices and defaults by OWC of the Contract; the Forbearance Agreement is attached hereto and identified as Plaintiff Exhibit 1.
12. In the Forbearance Agreement, GHC agrees to guaranty payment of the Unpaid Invoices, obligations under the Forbearance Agreement, and for SEG's counsel fees and expenses to enforce the Forbearance Agreement; see Plaintiff Exhibit 1, Paragraph 1:
 1. *In consideration of the substantial direct and indirect benefits derived by Greenbrier from the Old White Contract and this Agreement and in order to induce Select to enter into this Agreement, Greenbrier, as principal obligor and not merely as a surety, hereby absolutely, unconditionally and irrevocably guarantees to Select the payment of the Unpaid Invoices under the Old White Contract and all of Old White's obligations under this Agreement, plus all costs, expenses and fees (including the reasonable fees and expenses of Select's counsel) in any way relating to the enforcement or protection of Select's rights under the Old White Contract and this Agreement or at law and in equity. Greenbrier agrees that whenever Old White does not pay any of such obligations as and when they fall due,*

Greenbrier shall promptly pay such obligations. This guaranty is a guaranty of payment and not of collection. [Emphasis Added]

13. Pursuant to the terms of the Forbearance Agreement, paragraph 3. payment in full of \$859,895.31 (the "Unpaid Amount") was due *on the first to occur of the following dates: (a) within fifteen (15) days of settlement of the insurance claim of the Greenbrier relating [to] the flood which damaged the Greenbrier resort and (b) January 1, 2018.*

14. Pursuant to the terms of the Forbearance Agreement, paragraph 3., the Defendants agreed to pay interest on the Unpaid Amount of five percent (5%) per annum:

In the event of a default in such obligation, the Unpaid Amount shall bear interest at the rate of five percent (5%) per annum until paid in full and Select shall be entitled to all rights and remedies set forth in the Old White Contract and at law and in equity without restriction or modification, as if the forbearance had not occurred.

15. As of January 2, 2018, interest on the Unpaid Amount is \$55,637.91; as follows:

- a. No. 331222 to GHC in the amount of \$112,482.00 - from July 20, 2016 (531 days) at \$15.41 per diem = \$8,182.71,
- b. No. 333981 to OWC in the amount of \$365,748.83 00 - from July 11, 2016 (540 days) at \$50.11 per diem = \$27,059.40,
- c. No. 331224 to OWC in the amount of \$251,865.00 - from July 11, 2016 (540 days) at \$34.51 per diem = \$18,635.40, and
- d. No. 345786 to OWC in the amount of \$23,798.60 – from July 11, 2016 (540 days) at \$3.26 per diem = \$1,760.40.

16. January 1, 2018 has passed and the unpaid Amount remains unpaid.

17. The Forbearance Agreement was a contract between OWC and GHC together and SEG because there was an offer to forbear (inter alia, collections activities), an acceptance of the forbearance (inter alia, execution of the Forbearance Agreement) which was supported by consideration (inter alia, waiting for almost one (1) full year, without payment).

18. OWC and GHC breached the Contract by failing to pay the Unpaid Amount by January 1, 2018.

WHEREFORE, Select Event Group, Inc. seeks judgments against Greenbrier Hotel Corporation and Old White Charities, Inc., jointly and severally as follows:

1. \$753,895.31 for the Unpaid Amount;
2. \$ 55,637.91, for Interest pled in this complaint up to January 2, 2018;
3. Interest as it continues to accrue between January 2, 2018 and the judgment date;
4. Legal fees,
5. Court costs, and
6. Such other and further relief as justice in this case may require.

/s/ William M. Rudow

William M. Rudow, Esquire

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(signatures Continued)

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